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8

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9 UNITED STATES OF AMERICA

10  
11 UNITED STATES DISTRICT COURT  
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
13

14 UNITED STATES OF AMERICA, ) CR No. 11-199-PA  
15 )  
Plaintiff, ) PLEA AGREEMENT FOR DEFENDANT  
16 ) MARK ROY ANDERSON  
v. )  
17 )  
MARK ROY ANDERSON, )  
18 )  
Defendant. )  
19 )  
\_\_\_\_\_ )

20  
21 1. This constitutes the plea agreement between MARK ROY  
22 ANDERSON ("defendant") and the United States Attorney's Office  
23 for the Central District of California ("the USAO") in the above-  
24 captioned case. This agreement is limited to the USAO and cannot  
25 bind any other federal, state, local, or foreign prosecuting,  
26 enforcement, administrative, or regulatory authorities.

27 DEFENDANT'S OBLIGATIONS

28 2. Defendant agrees to:

a) At the earliest opportunity requested by the USAO

1 and provided by the Court, appear and plead guilty to counts one  
2 and twelve of the First Superseding Indictment in the above-  
3 captioned case.

4 b) Not contest facts agreed to in this agreement.

5 c) Abide by all agreements regarding sentencing  
6 factors contained in this agreement.

7 d) Appear for all court appearances, surrender as  
8 ordered for service of sentence, obey all conditions of any bond,  
9 and obey any other ongoing court order in this matter.

10 e) Not commit any crime; however, offenses that would  
11 be excluded for sentencing purposes under United States  
12 Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines")  
13 § 4A1.2(c) are not within the scope of this agreement.

14 f) Be truthful at all times with Pretrial Services,  
15 the United States Probation Office, and the Court.

16 g) Pay the applicable special assessments at or  
17 before the time of sentencing unless defendant lacks the ability  
18 to pay and submits a completed financial statement (form OBD-500)  
19 to the USAO prior to sentencing.

20 h) Not seek the discharge of any restitution  
21 obligation, in whole or in part, in any present or future  
22 bankruptcy proceeding.

23 i) Not to appeal, except as permitted by Paragraphs  
24 19 and 20 of this plea agreement.

25 THE USAO'S OBLIGATIONS

26 3. The USAO agrees to:

27 a) Not contest facts agreed to in this agreement.  
28

1           b) Abide by all agreements regarding sentencing  
2 factors contained in this agreement.

3           c) At the time of sentencing, move to dismiss the  
4 remaining counts of the First Superseding Indictment as against  
5 defendant. Defendant agrees, however, that at the time of  
6 sentencing the Court may consider the dismissed counts in  
7 determining the applicable Sentencing Guidelines range, the  
8 propriety and extent of any departure from that range, and the  
9 sentence to be imposed after consideration of the Sentencing  
10 Guidelines and all other relevant factors under 18 U.S.C.  
11 § 3553(a).

12           d) At the time of sentencing, provided that defendant  
13 demonstrates an acceptance of responsibility for the offenses up  
14 to and including the time of sentencing, recommend a two-level  
15 reduction in the applicable Sentencing Guidelines offense level,  
16 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary,  
17 move for an additional one-level reduction if available under  
18 that section.

19           e) Recommend that defendant be sentenced to a term of  
20 imprisonment no higher than the low end of the applicable  
21 Sentencing Guidelines range or 84 months imprisonment, whichever  
22 is greater. For example, if the Court determines that the total  
23 offense level is 29 and criminal history category is II, the  
24 government will recommend 97 months imprisonment. However, if  
25 the Court determines that the total offense level is 27 and  
26 criminal history category is II, the government will recommend 84  
27 months imprisonment. For purposes of this agreement, the low end  
28 of the Sentencing Guidelines range is that defined by the

1 Sentencing Table in U.S.S.G. Chapter 5, Part A.

2 f) Not seek bail forfeiture pursuant to Federal Rule  
3 of Criminal Procedure 46(f) based on defendant's violation of the  
4 conditions of the bond and to stipulate that the interests of  
5 justice do not require bail forfeiture, per Federal Rule of  
6 Criminal Procedure 46(f)(2)(B).

7 g) Except for criminal tax violations (including  
8 conspiracy to commit such violations chargeable under 18 U.S.C.  
9 § 371), not further criminally prosecute defendant for violations  
10 arising out of defendant's conduct described in the agreed-to  
11 factual basis set forth in Paragraph 13, including violations of  
12 18 U.S.C. § 1028A. Defendant understands that the USAO is free  
13 to criminally prosecute him for any other unlawful past conduct  
14 or any unlawful conduct that occurs after the date of this  
15 agreement. Defendant agrees that at the time of sentencing the  
16 Court may consider the uncharged conduct in determining the  
17 applicable Sentencing Guidelines range, the propriety and extent  
18 of any departure from that range, and the sentence to be imposed  
19 after consideration of the Sentencing Guidelines and all other  
20 relevant factors under 18 U.S.C. § 3553(a).

21 NATURE OF THE OFFENSES

22 4. Defendant understands that for defendant to be guilty  
23 of the crime charged in count one (wire fraud, in violation of  
24 Title 18, United States Code, Section 1343), the following must  
25 be true: (1) defendant knowingly participated in a scheme or plan  
26 to defraud, or a scheme or plan for obtaining money or property  
27 by means of false or fraudulent pretenses, representations, or  
28 promises; (2) the statements made or facts omitted as part of the

1 scheme were material; that is, they had a natural tendency to  
2 influence, or were capable of influencing, a person to part with  
3 money or property; (3) defendant acted with the intent to  
4 defraud; that is, the intent to deceive or cheat; (4) defendant  
5 used, or caused to be used, interstate wires to carry out or to  
6 attempt to carry out an essential part of the scheme. Defendant  
7 admits that he is, in fact, guilty of this offense as described  
8 in count one of the First Superseding Indictment.

9 5. Defendant understands that for defendant to be guilty  
10 of the crime charged in count twelve (money laundering, in  
11 violation of Title 18, United States Code, Section 1957), the  
12 following must be true: (1) defendant knowingly engaged or  
13 attempted to engage in a monetary transaction in or affecting  
14 interstate commerce; (2) defendant knew the transaction involved  
15 criminally derived property; (3) the property had a value of  
16 greater than \$10,000; (4) the property was, in fact, derived from  
17 wire fraud in violation of Title 18, United States Code, Section  
18 1343; and (5) the transaction occurred in the United States.  
19 Defendant admits that he is, in fact, guilty of this offense as  
20 described in count twelve of the First Superseding Indictment.

21 PENALTIES AND RESTITUTION

22 6. Defendant understands that the statutory maximum  
23 sentence that the Court can impose for a violation of Title 18,  
24 United States Code, Section 1343, is: twenty years imprisonment;  
25 a five-year period of supervised release; a fine of \$250,000 or  
26 twice the gross gain or gross loss resulting from the offense,  
27 whichever is greatest; and a mandatory special assessment of  
28 \$100.

1        7. Defendant understands that the statutory maximum  
2 sentence that the Court can impose for a violation of Title 18,  
3 United States Code, Section 1957, is: ten years imprisonment; a  
4 three-year period of supervised release; a fine of \$250,000 or  
5 twice the amount of criminally derived property involved in the  
6 transaction, whichever is greatest; and a mandatory special  
7 assessment of \$100.

8        8. Defendant understands, therefore, that the total  
9 maximum sentence for all offenses to which defendant is pleading  
10 guilty is: thirty years imprisonment; a five-year period of  
11 supervised release; a fine of \$500,000 or twice the gross gain or  
12 gross loss (including the amount of criminally derived property  
13 involved in the transaction), whichever is greatest, and a  
14 mandatory special assessment of \$200.

15        9. Defendant understands that supervised release is a  
16 period of time following imprisonment during which defendant will  
17 be subject to various restrictions and requirements. Defendant  
18 understands that if defendant violates one or more of the  
19 conditions of any supervised release imposed, defendant may be  
20 returned to prison for all or part of the term of supervised  
21 release authorized by statute for the offense that resulted in  
22 the term of supervised release, which could result in defendant  
23 serving a total term of imprisonment greater than the statutory  
24 maximum stated above.

25        10. Defendant understands that, by pleading guilty,  
26 defendant may be giving up valuable government benefits and  
27 valuable civic rights, such as the right to vote, the right to  
28 possess a firearm, the right to hold office, and the right to

1 serve on a jury. Defendant understands that once the court  
2 accepts defendant's guilty plea, it will be a federal felony for  
3 defendant to possess a firearm or ammunition. Defendant  
4 understands that the conviction in this case may also subject  
5 defendant to various other collateral consequences, including but  
6 not limited to revocation of probation, parole, or supervised  
7 release in another case and suspension or revocation of a  
8 professional license. Defendant understands that unanticipated  
9 collateral consequences will not serve as grounds to withdraw  
10 defendant's guilty plea.

11 11. Defendant understands that, if defendant is not a  
12 United States citizen, the felony conviction in this case may  
13 subject defendant to removal, also known as deportation, which  
14 may, under some circumstances, be mandatory. The court cannot,  
15 and defendant's attorney also may not be able to, advise  
16 defendant fully regarding the immigration consequences of the  
17 felony conviction in this case. Defendant understands that by  
18 entering a guilty plea defendant waives any claim that unexpected  
19 immigration consequences may render defendant's guilty plea  
20 invalid.

21 12. Defendant understands that defendant will be required  
22 to pay full restitution to the victims of the offenses.  
23 Defendant agrees that, in return for the USAO's compliance with  
24 its obligations under this agreement, the amount of restitution  
25 is not restricted to the amounts alleged in the counts to which  
26 defendant is pleading guilty and may include losses arising from  
27 charges not prosecuted pursuant to this agreement as well as all  
28 relevant conduct in connection with those charges. The parties

1 currently believe that the applicable amount of restitution may  
2 be as high as \$9.75 million, but recognize and agree that this  
3 amount could change based on facts that come to the attention of  
4 the parties prior to sentencing. The parties also acknowledge  
5 that certain victims in this case were compensated for their  
6 losses through the approximately \$3 million settlement in  
7 Securities and Exchange Commission v. Terax Energy, Inc., Case  
8 No. 07-CIV-1554-M (N.D. Tex. 2007).

9 FACTUAL BASIS

10 13. Defendant and the USAO agree to the statement of facts  
11 provided below. Defendant and the USAO agree that this statement  
12 of facts is sufficient to support pleas of guilty to the charges  
13 described in this agreement and to establish the Sentencing  
14 Guidelines factors set forth in paragraph 15 below but is not  
15 meant to be a complete recitation of all facts relevant to the  
16 underlying criminal conduct or all facts known to either party  
17 that relate to that conduct.

18 Defendant, who lived and worked in Los Angeles, made a  
19 series of misrepresentations in order to induce victims residing  
20 in Los Angeles and Orange Counties to part with their money.  
21 Specifically, defendant misrepresented that he would invest  
22 victims' money in certain oil companies or that victims' funds  
23 would be used in connection with certain oil ventures or  
24 development projects, such as oil rigs in Oklahoma and oil well  
25 leases in Osage, Oklahoma and Kern County, California, among  
26 others. Defendant misrepresented that victims would receive  
27 substantial returns.



1 Defendant's misrepresentations were material because they  
2 induced victims, including P.L., to give defendant funds.  
3 Specifically, for example, on or about April 25, 2007, P.L.  
4 wired money from his Bank of Maple Plains account in Minnesota to  
5 a Wells Fargo Bank account in California controlled by defendant.  
6 P.L. wired those funds based upon defendant's promise to use the  
7 funds for oil ventures or development projects.

8 Defendant did not use these funds as promised. For example,  
9 defendant used over \$10,000 of P.L.'s funds to purchase an  
10 interest in a restaurant, Prego, and gave some of the money to  
11 his wife. Specifically, on or about May 8, 2007, defendant wrote  
12 a check to his wife in the amount of \$70,000, which she deposited  
13 into her Wells Fargo Bank account. Defendant's wife then used  
14 that money for living expenses, personal items, and things  
15 related to Prego. Wells Fargo has branches throughout the United  
16 States, based on which the deposit was in or affected interstate  
17 commerce.

18 Defendant knew that these funds were the proceeds of his  
19 fraudulent scheme, and that, as a result of defendant's  
20 misrepresentations, P.L. had wired these funds from outside  
21 California to defendant's account in California. Nevertheless,  
22 defendant used over \$10,000 to purchase an interest in Prego and  
23 gave \$70,000 to his wife to spend on personal expenses. P.L. has  
24 not received substantial - or any - legitimate return on the  
25 funds he wired to defendant.

26 Defendant wired approximately \$3 million to his lawyers in  
27 Texas to satisfy a judgment in Securities and Exchange Commission  
28 v. Terax Energy, Inc., Case No. 07-CIV-1554-M (N.D. Tex. 2007).

1 Those funds were used to compensate certain victims in the above-  
2 entitled action.

3 SENTENCING FACTORS

4 14. Defendant understands that in determining defendant's  
5 sentence the Court is required to consider the factors set forth  
6 in 18 U.S.C. § 3553(a)(1)-(7), including the kinds of sentence  
7 and sentencing range established under the Sentencing Guidelines.  
8 Defendant understands that the Sentencing Guidelines are advisory  
9 only, that defendant cannot have any expectation of receiving a  
10 sentence within the Sentencing Guidelines range, and that after  
11 considering the Sentencing Guidelines and the other § 3553(a)  
12 factors, the Court will be free to exercise its discretion to  
13 impose any sentence it finds appropriate up to the maximum set by  
14 statute for the crimes of conviction.

15 15. Defendant and the USAO agree to the following  
16 applicable Sentencing Guidelines factors:

17 Count One

18 Base Offense Level : 7 [U.S.S.G. § 2B1.1(a)(1)]

19 Count Twelve

20 Base Offense Level : 7 or [U.S.S.G. § 2S1.1(a)(1)]  
21 higher

22 Money Laundering  
Enhancement : +1 [U.S.S.G. § 2S1.1(b)(2)(A)]

23 Defendant and the USAO reserve the right to argue that additional  
24 specific offense characteristics, adjustments, and departures  
25 under the Sentencing Guidelines are appropriate, including but  
26 not limited to: (1) the loss enhancement under U.S.S.G.  
27 § 2B1.1(b)(1), though the government agrees that the total losses  
28 are under \$20 million; and (2) the victim enhancement under

1 U.S.S.G. § 2B1.1(b) (2), though the government agrees that there  
2 are less than 50 victims, and (3) the enhancement for violation  
3 of a prior court order under U.S.S.G. § 2B1.1(b) (8). Defendant  
4 and the USAO also reserve the right to argue the base offense  
5 level for count twelve, per U.S.S.G. § 2S1.1(a). However, the  
6 government agrees not to seek the following enhancements:

7 (1) sophisticated means under U.S.S.G. § 2B1.1(b) (9),  
8 (2) vulnerable victims under U.S.S.G. § 3A1.1, (3) aggravating  
9 role under U.S.S.G. § 3B1.1, and (4) abuse of trust and special  
10 skill under U.S.S.G. § 3B1.3.

11 16. Defendant understands that there is no agreement as to  
12 defendant's criminal history or criminal history category.

13 17. Defendant and the USAO reserve the right to argue for a  
14 sentence outside the sentencing range established by the  
15 Sentencing Guidelines based on the factors set forth in 18 U.S.C.  
16 § 3553(a) (1), (a) (2), (a) (3), (a) (6), and (a) (7).

17 WAIVER OF CONSTITUTIONAL RIGHTS

18 18. Defendant understands that by pleading guilty,  
19 defendant gives up the following rights:

- 20 a) The right to persist in a plea of not guilty.  
21 b) The right to a speedy and public trial by jury.  
22 c) The right to the assistance of an attorney at  
23 trial, including the right to have the Court appoint an attorney  
24 to represent defendant at trial. Defendant understands, however,  
25 that, despite defendant's guilty pleas, defendant retains the  
26 right to be represented by an attorney -- and, if necessary, to  
27 have the Court appoint an attorney if defendant cannot afford one  
28 -- at every other stage of the proceeding.

1 d) The right to be presumed innocent and to have the  
2 burden of proof placed on the government to prove defendant  
3 guilty beyond a reasonable doubt.

4 e) The right to confront and cross-examine witnesses  
5 against defendant.

6 f) The right to testify on defendant's own behalf and  
7 present evidence in opposition to the charges, including calling  
8 witnesses and subpoenaing those witnesses to testify.

9 g) The right not to be compelled to testify, and, if  
10 defendant chose not to testify or present evidence, to have that  
11 choice not be used against defendant.

12 h) Any and all rights to pursue any affirmative  
13 defenses, Fourth Amendment or Fifth Amendment claims, and other  
14 pretrial motions that have been filed or could be filed.

15 WAIVER OF APPEAL OF CONVICTION

16 19. Defendant understands that, with the exception of an  
17 appeal based on a claim that defendant's guilty pleas were  
18 involuntary, by pleading guilty defendant is waiving and giving  
19 up any right to appeal defendant's convictions on the offenses to  
20 which defendant is pleading guilty.

21 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

22 20. Defendant agrees that, provided the Court imposes a  
23 total term of imprisonment on all counts of conviction of no more  
24 than 121 months, defendant gives up the right to appeal all of  
25 the following: (a) the procedures and calculations used to  
26 determine and impose any portion of the sentence; (b) the term of  
27 imprisonment imposed by the Court; (c) the fine imposed by the  
28 court, provided it is within the statutory maximum; (d) the

1 amount and terms of any restitution order, provided it requires  
2 payment of no more than \$10 million; (e) the term of probation or  
3 supervised release imposed by the Court, provided it is within  
4 the statutory maximum; and (f) any of the following conditions of  
5 probation or supervised release imposed by the Court: the  
6 standard conditions set forth in General Orders 318, 01-05,  
7 and/or 05-02 of this Court; the drug testing conditions mandated  
8 by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug  
9 use conditions authorized by 18 U.S.C. § 3563(b)(7).

10 21. The USAO agrees that, provided (a) all portions of the  
11 sentence are at or below the statutory maximum specified above  
12 and (b) the Court imposes a term of imprisonment of no less than  
13 84 months, the USAO gives up its right to appeal any portion of  
14 the sentence, with the exception that the USAO reserves the right  
15 to appeal the amount of restitution ordered if that amount is  
16 less than \$10 million.

17 RESULT OF WITHDRAWAL OF GUILTY PLEA

18 22. Defendant agrees that if, after entering guilty pleas  
19 pursuant to this agreement, defendant seeks to withdraw and  
20 succeeds in withdrawing defendant's guilty pleas on any basis  
21 other than a claim and finding that entry into this plea  
22 agreement was involuntary, then (a) the USAO will be relieved of  
23 all of its obligations under this agreement; and (b) should the  
24 USAO choose to pursue any charge that was either dismissed or not  
25 filed as a result of this agreement, then (i) any applicable  
26 statute of limitations will be tolled between the date of  
27 defendant's signing of this agreement and the filing commencing  
28 any such action; and (ii) defendant waives and gives up all

1 defenses based on the statute of limitations, any claim of pre-  
2 indictment delay, or any speedy trial claim with respect to any  
3 such action, except to the extent that such defenses existed as  
4 of the date of defendant's signing this agreement.

5 EFFECTIVE DATE OF AGREEMENT

6 23. This agreement is effective upon signature and  
7 execution of all required certifications by defendant,  
8 defendant's counsel, and an Assistant United States Attorney.

9 BREACH OF AGREEMENT

10 24. Defendant agrees that if defendant, at any time after  
11 the signature of this agreement and execution of all required  
12 certifications by defendant, defendant's counsel, and an  
13 Assistant United States Attorney, knowingly violates or fails to  
14 perform any of defendant's obligations under this agreement ("a  
15 breach"), the USAO may declare this agreement breached. All of  
16 defendant's obligations are material, a single breach of this  
17 agreement is sufficient for the USAO to declare a breach, and  
18 defendant shall not be deemed to have cured a breach without the  
19 express agreement of the USAO in writing. If the USAO declares  
20 this agreement breached, and the Court finds such a breach to  
21 have occurred, then: (a) if defendant has previously entered  
22 guilty pleas pursuant to this agreement, defendant will not be  
23 able to withdraw the guilty pleas, and (b) the USAO will be  
24 relieved of all its obligations under this agreement.

25 25. Following the Court's finding of a knowing breach of  
26 this agreement by defendant, should the USAO choose to pursue any  
27 charge that was either dismissed or not filed as a result of this  
28 agreement, then:

1           a) Defendant agrees that any applicable statute of  
2 limitations is tolled between the date of defendant's signing of  
3 this agreement and the filing commencing any such action.

4           b) Defendant waives and gives up all defenses based  
5 on the statute of limitations, any claim of pre-indictment delay,  
6 or any speedy trial claim with respect to any such action, except  
7 to the extent that such defenses existed as of the date of  
8 defendant's signing this agreement.

9           c) Defendant agrees that: (i) any statements made by  
10 defendant, under oath, at the guilty plea hearing (if such a  
11 hearing occurred prior to the breach); (ii) the agreed to factual  
12 basis statement in this agreement; and (iii) any evidence derived  
13 from such statements, shall be admissible against defendant in  
14 any such action against defendant, and defendant waives and gives  
15 up any claim under the United States Constitution, any statute,  
16 Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the  
17 Federal Rules of Criminal Procedure, or any other federal rule,  
18 that the statements or any evidence derived from the statements  
19 should be suppressed or are inadmissible.

20           COURT AND PROBATION OFFICE NOT PARTIES

21           26. Defendant understands that the Court and the United  
22 States Probation Office are not parties to this agreement and  
23 need not accept any of the USAO's sentencing recommendations or  
24 the parties' agreements to facts or sentencing factors.

25           27. Defendant understands that both defendant and the USAO  
26 are free to: (a) supplement the facts by supplying relevant  
27 information to the United States Probation Office and the Court,  
28 (b) correct any and all factual misstatements relating to the

1 Court's Sentencing Guidelines calculations, and (c) argue on  
2 appeal and collateral review that the Court's Sentencing  
3 Guidelines calculations are not error, although each party agrees  
4 to maintain its view that the calculations in paragraph 15 are  
5 consistent with the facts of this case. While this paragraph  
6 permits both the USAO and defendant to submit full and complete  
7 factual information to the United States Probation Office and the  
8 Court, even if that factual information may be viewed as  
9 inconsistent with the facts agreed to in this agreement, this  
10 paragraph does not affect defendant's and the USAO's obligations  
11 not to contest the facts agreed to in this agreement.

12 28. Defendant understands that even if the Court ignores  
13 any sentencing recommendation, finds facts or reaches conclusions  
14 different from those agreed to, and/or imposes any sentence up to  
15 the maximum established by statute, defendant cannot, for that  
16 reason, withdraw defendant's guilty pleas, and defendant will  
17 remain bound to fulfill all defendant's obligations under this  
18 agreement. Defendant understands that no one -- not the  
19 prosecutor, defendant's attorney, or the Court -- can make a  
20 binding prediction or promise regarding the sentence defendant  
21 will receive, except that it will be within the statutory  
22 maximum.

23 NO ADDITIONAL AGREEMENTS

24 29. Defendant understands that, except as set forth herein,  
25 there are no promises, understandings, or agreements between the  
26 USAO and defendant or defendant's attorney, and that no  
27 additional promise, understanding, or agreement may be entered  
28



1 into unless in a writing signed by all parties or on the record  
2 in court.


3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

4 30. The parties agree that this agreement will be  
5 considered part of the record of defendant's guilty plea hearing  
6 as if the entire agreement had been read into the record of the  
7 proceeding.

8 AGREED AND ACCEPTED

9 UNITED STATES ATTORNEY'S OFFICE  
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 ANDRÉ BIROTTE JR.  
12 United States Attorney

13   
14 STEPHEN I. GOORVITCH

15 Assistant United States Attorney

July 7, 2011  
Date

16 

17 MARK ROY ANDERSON  
18 Defendant

7-7-2011  
Date

19   
20 RAUL AYALA


21 Deputy Federal Public Defender

7-7-2011  
Date

22 Attorney for Defendant  
23 Mark Roy Anderson  
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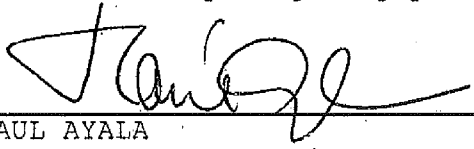
CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

  
\_\_\_\_\_  
MARK ROY ANDERSON  
Defendant7-7-2011  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am MARK ROY ANDERSON's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.

  
RAUL AYALA  
Deputy Federal Public Defender  
Attorney for Defendant  
Mark Roy Anderson

7-7-2011  
Date